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10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

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13 ELIZABETH SARAH ZAPLER, an individual,

14 Plaintiff,

15 vs.

16 FORD MOTOR COMPANY; and DOES 1 through 50, inclusive,

17 Defendants.

18 Case No. 2:24-CV-02920-WLH-JPR

19 **JUDGMENT**

20 **JS-6**

21 TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

22 Plaintiff Elizabeth Sarah Zapler accepted Defendant Ford Motor Company's
Offer of Judgment Pursuant to Fed. R. Civ. P. 68 on May 17, 2024. Per the terms of
23 the Rule 68 offer, Ford has agreed to pay Plaintiff and their current counsel of record
24 the sum of \$65,000.00 in restitution and includes a provision allowing Plaintiff to seek
25 an award of reasonable attorneys' fees, expenses, and costs, if any, reasonably
incurred in connection with this action in an amount to be determined by the Court.
26 Ford expressly reserves all defenses to any fee or cost motion and any award thereon.

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1 Plaintiff will deliver the subject vehicle to Ford no later than 60 days after the
2 acceptance of the offer.

3 Accordingly, the Court enters JUDGMENT in favor of Plaintiff in the amount
4 of \$65,000 pursuant to the terms of the Rule 68 offer attached hereto as Exhibit A.

5 IT IS SO ORDERED.

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7 Dated: September 24, 2024



8 Wesley L. Hsu
9 U.S. District Judge

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EXHIBIT A

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Attorneys for Defendant
FORD MOTOR COMPANY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ELIZABETH SARAH ZAPLER,

Plaintiffs,

VS.

FORD MOTOR COMPANY; and DOES 1 through 50, inclusive.

Defendants.

Case No. 2:24-cv-02920-WLH-JPR

**DEFENDANT FORD MOTOR
COMPANY'S OFFER OF JUDGMENT
PURSUANT TO FEDERAL RULE OF
CIVIL PROCEDURE 68**

TO PLAINTIFF AND PLAINTIFF'S ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that pursuant to the provisions of Federal Rule of Civil Procedure Rule 68, Defendant Ford Motor Company (“Ford”) hereby offers to allow judgment to be taken against it as follows:

1 1. Plaintiff ELIZABETH SARAH ZAPLER (“Plaintiff”), will surrender the
2 2018 Ford Escape (VIN No. 1FMCU0HD3JUD5984) (“Subject Vehicle”), with clear
3 title, free and clear of all liens and encumbrances, other than any outstanding loan
4 amounts, which Ford will discharge by payment from the proceeds of the settlement
5 that Plaintiffs accept pursuant to this offer. Plaintiffs will deliver the subject vehicle to
6 Ford on a date, time and place mutually agreeable no later than 60 days after the
7 Plaintiffs’ counsel has accepted the Offer of Judgment.

8 2. Ford will pay Plaintiff and their current counsel of record the sum of
9 \$65,000.00 in restitution. This amount is in compromise of Plaintiff’s claims, and it
10 may be more or less than Plaintiff would recover if Plaintiff’s claims are tried in court.

11 3. Plaintiff will prepare and file a proposed judgment within 14 days after
12 accepting this offer. The judgment will include a provision allowing Plaintiff to seek
13 an award of reasonable attorneys’ fees, expenses and costs, if any, reasonably incurred
14 in connection with this action in an amount to be determined by the Court. Ford
15 expressly reserves all defenses to Plaintiff’s fee/costs motion(s) and any award
16 thereon.

17 4. This Statutory Offer is inclusive of all damages, restitution, costs,
18 attorney fees, expenses, penalties, prejudgment interest, postjudgment interest, and
19 any other sums or amounts or claims that have been asserted by Plaintiffs in this
20 action. If this Statutory Offer is accepted, Plaintiff shall not be entitled to any legal or
21 equitable remedy against Ford except as specified in this offer.

22 6. Pursuant to Federal Rule of Civil Procedure Rule 68, this Statutory Offer
23 can be accepted by signing a statement that the offer is accepted. Set forth below is a
24 statement indicating acceptance of this Statutory Offer that may be signed by counsel
25 for Plaintiff. If this Statutory Offer to compromise is not accepted and notice given by
26 Plaintiff within the 14 day time period provided by Federal Rule of Civil Procedure
27 Rule 68, then it shall be deemed withdrawn.

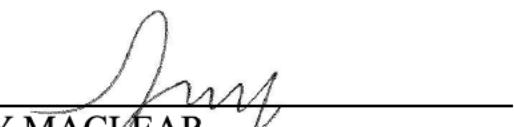
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1 7. PLEASE TAKE NOTICE that, pursuant to Federal Rule of Civil
2 Procedure Rule 68, if this Statutory Offer is not accepted and Plaintiff fails to obtain a
3 more favorable judgment Plaintiff shall not recover post-offer costs, including
4 attorney fees from the date of this Statutory Offer, and shall be required to pay Ford's
5 costs from the time of the offer. Further, the Court, in its discretion, may require
6 Plaintiff to pay a reasonable sum to cover Ford's post-offer costs of the services of
7 Ford's expert witnesses, who are not regular employees of any party, actually incurred
8 and reasonably necessary in either, or both, the preparation or trial of this case by
9 Ford.

10 Dated: May 3, 2024

Respectfully submitted,

11 SHOOK, HARDY & BACON L.L.P.

12 By: 

13 AMY MACLEAR
14 NAOKI S. KANEKO
15 KARA M. FLAGEOLLET

16 Attorneys for Defendant
17 FORD MOTOR COMPANY

18 We hereby accept the above offer on the terms stated on behalf of Plaintiff.

19 Dated: May 17, 2024

CONSUMER LAW EXPERTS, PC

20 By: 

21 CAREY WOOD
22 LARA ROGERS

23 Attorneys for Plaintiff
24 ELIZABETH SARAH ZAPLER